[8th ed.], p. 497n; 35 L. QUART. REV. 288. So far, at least, courts have taken the view that there is in reality no error in regard to the person in these cases, and that the misrepresentation as to name is not materially different from that as to solvency. If it can be said that there is any intent to pass title to the owner of the name, however, there is certainly error with respect to the person, and the rule of Pothier would seem to be applicable. See further, 13 L. R. A. (N. S.) 413, and 24 R. C. L. 317.

SALES—IMPLIED WARRANTY—NEGLIGENCE.—Plaintiff alleged that he had been poisoned through eating beans from a can purchased by his agent from a retail grocer, who had brought it from a wholesaler, who had bought it from defendant, in whose factory it had been canned. The proof showed that defendant's system of operation in the canning process had been conducted with the highest degree of foresight and care. *Held,* the case was properly submitted to the jury. *Davis* v. *Van Camp Packing Co.,* (Ia., 1920) 176 N. W. 382.

The liability of defendant involves three properly distinct questions of law: 1. Does the law impose upon a manufacturer of food a liability as warrantor of its absolute wholesomeness even though no warranty is implied in fact. 2. Is a manufacturer liable, as for negligence, in putting out deleterious food, although he has not in fact been negligent. 3. Can either of the foregoing obligations be taken advantage of by one who did not himself purchase from the manufacturer. The principal case answers number one and three in the affirmative, but seems to evade the second by leaving to the jury the question of whether there was in fact negligence. Many authorities on all three questions are cited. The first and second questions are discussed in 18 MICH. L. REV. 316. The liability on imposed "warranty" was held not to run in favor of the remote owner in several cases; *Nelson* v. *Armour Packing Co.,* 76 Ark. 352; *Tomlinson* v. *Armour Packing Co.,* 75 N. J. L. 748; *Roberts* v. *Anheuser Busch Assn.,* 211 Mass. 449; *Prater* v. *Campbell,* 110 Ky. 23; *Crigger* v. *Coca Cola Bottling Works,* 132 Tenn. 545. But to the extent that the "warranty" by manufacturer of food is a liability imposed by law rather than one consciously, or by reasonable implication, assumed by contract, any "privity of contract" is quite unnecessary, and some recent decisions so hold. *Mazetti* v. *Armour & Co.,* 75 Wash. 622; *Ward* v. *Morehead City Seafood Co.,* 171 N. C. 33; *Catani* v. *Swift & Co.,* 251 Pa. 52; dissenting opinion in *Drury* v. *Armour & Co.,* (Ark.) 216 S. W. 40. The liability for *negligence,* whether actual or by fiction of law, can be taken advantage of by a remote buyer. 18 MICH. L. REV. 436; 15 MICH. L. REV. 672.

WATERS AND WATERCOURSES—WASTING PERCOLATING WATERS.—The defendant in a suit for injunction against diversion of percolating waters, used the water as a running supply for his stock, the overflow forming a wallow for his hogs. This user was of such an extent as to cause a spring on the plaintiff's land, which furnished water for human consumption, to cease running. *Held,* such user amounted to waste and was enjoinable. *De Bok* v. *Doak,* (Ia., 1920) 176 N. W. 631.

The decision adds one more court holding squarely to what may now fairly be called the American rule which repudiates the established doctrine that percolating water is the absolute property of the owner of the fee, to be dealt with as he sees fit, and extends the application of the maxim "*Sic utere tuo ut alienum non laedas*" to cases of of this sort. For an interesting series of notes showing the modern tendency toward the view adopted in the instant case see 2 MICH. L. REV. 403, 3 MICH. L. REV. 491, 7 MICH. L. REV. 85, and 16 MICH. L. REV. 36.